

RECORDATION NO. 13036-B

FEB 24 1982-1 25 PM

810
13036-B

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1954)

ROBERT W. ALVORD
ALBERT H. GREENE
CARL C. DAVIS*
CHARLES T. KAPPLER
JOHN H. DOYLE
MILTON C. GRACE*
GEORGE JOHN KETO**
RICHARD N. BAGENSTOS

* NOT A MEMBER OF D.C. BAR
** ALSO A MEMBER OF OHIO BAR

INTERSTATE COMMERCE COMMISSION

LAW OFFICES

ALVORD AND ALVORD

200 WORLD CENTER BUILDING

918 SIXTEENTH STREET, N.W.

WASHINGTON, D. C.

20006-2973

OF COUNSEL
JESS LARSON
JOHN L. INGOLDSBY
URBAN A. LESTER

CABLE ADDRESS
"ALVORD"

TELEPHONE
AREA CODE 202
393-2266

February 24, 1982

TELEX
440367 A AND A WSH (INTERNATIONAL)
440348 CDAA UI (INTERNATIONAL)
892482 A AND A WSH (DOMESTIC)

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C.

No. 1
Date FEB 24 1982
Fee \$ 10.00

Dear Madam:

ICC Washington, D. C.

Enclosed for recordation pursuant to the provisions of 49 U.S.C. §11303(a) and the regulations thereunder, as revised, are five counterparts of an Amendment No. 1 dated as of December 30, 1981 ("Document").

The enclosed is a "secondary document" as that term is defined in 49 C.F.R. §1116.1(b) and amends a Lease of Railroad Equipment dated as of March 1, 1981, which was duly filed and recorded at 9:45 a.m. on April 2, 1981 and assigned Recordation Number 13036.

A general description of the railroad equipment covered by the Document is:

One hundred twenty-six (126) 4,000 cubic foot capacity 100-ton rotary dump railroad coal cars bearing reporting mark and numbers RECX 2001 through RECX 2124, both inclusive, RECX 1001 and RECX 1002.

The names and addresses of the parties to the Document are:

Lessor/Assignor: Wilmington Trust Company, as
Owner, Trustee
10th and Market Street
Wilmington, Delaware 19899

Handwritten signature: C. T. Kavanagh

Ms. Agatha L. Mergenovich
February 24, 1982
Page Two

Lessee: Central Louisiana Electric Company, Inc.
415 Main Street
Pineville, Louisiana 71360

Assignee: The Connecticut Bank and Trust Company,
as Agent
One Constitution Plaza
Hartford, Connecticut 06115

The undersigned is agent for the Assignee for the purpose of submitting the Document for recordation and has knowledge of the matters set forth therein.

Please return the stamped counterparts of the Document not needed for your files to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006-2973 or the bearer hereof.

Also enclosed is a remittance in the amount of \$10.00 in payment of the required recordation fee.

Very truly yours,


Charles T. Kappler

Enclosures

Interstate Commerce Commission

Washington, D.C. 20423

OFFICE OF THE SECRETARY

February 24, 1982

Charles T. Kappler
Alvord and Alvord
200 World Center Building
918 Sixteenth St. N. W.
Washington, D. C. 20006

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/24/82 at 1:35PM, and assigned re-recording number(s). 13036-B, & 13157-B

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 13036-B
FEB 24 1981 1 55 PM

INTERSTATE COMMERCE COMMISSION

Amendment No. 1, dated as of December 30 1981, between the undersigned Owner Trustee, Lessee, and Agent, to the Lease of Railroad Equipment (the "Lease"), dated as of March 1, 1981, between Wilmington Trust Company, not individually but solely as trustee under the Trust Agreement, dated as of March 1, 1981, with Manufacturers Hanover Leasing Corporation, and Central Louisiana Electric Company, Inc. All capitalized terms used herein without definition shall have the meanings assigned in the Lease.

WHEREAS, the Lease was filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303(a) on April 2, 1981, and was assigned Recordation No. 13036; and

WHEREAS, certain rights and privileges with respect to the Lease were assigned to the Agent pursuant to Assignment of Lease and Agreement, dated as of March 1, 1981 between the Owner Trustee and the Agent, and consented to by the Lessee; and

WHEREAS, the Lender and the Owner have authorized and instructed the Agent and the Owner Trustee to execute this amendment as evidenced by the instructions attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The last sentence of the first paragraph of Section 3.1 is hereby amended in its entirety to read as follows:

"The remaining 36 installments shall each be in an amount equal to 5.43809% of the aggregate Purchase Price of the Equipment then subject to the Lease."

2. Schedule B to the Lease is hereby deleted and the form of Schedule B attached hereto as Exhibit B shall be substituted in its place.

3.(a) Clause (ii) of paragraph (a) of Section 6.3 is hereby amended in its entirety to read as follows:

(ii) For Federal, state and local income tax purposes, the Owner will be entitled to cost recovery deductions with respect to the Equipment computed on the basis (A) of the adjusted basis of the Equipment being in an amount not less than the Aggregate Purchase Price, (B) that each Unit

of Equipment will be "recovery property" and "5-year property" as defined in Section 168(c) of the Code, (C) that each Unit of Equipment will be placed in service by the Owner on the date on which it is delivered and accepted under this Lease, and (D) that the recovery percentages applicable to each Unit of Equipment will be those set forth for 5-year property in Section 168(b)(1)(A) of the Code. (The assumed deductions described in this clause (ii) are hereinafter called the "ACR Deductions".)

(b) Section 6.3 is hereby amended to delete the words "ADR Deductions" wherever such words appear and replace such words with the words "ACR Deductions."

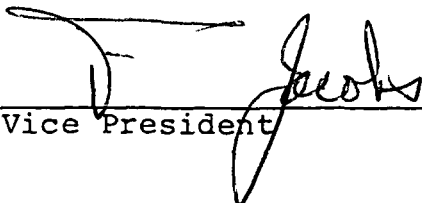
(c) Paragraph (b) of Section 6.3 is hereby amended to add the following words at the end of such paragraph and before the period:

"and for the purposes of this Section 6.3, Lessee further represents and warrants that each Unit of Equipment is recovery property and 5-year property as defined in Section 168(c) of the Code and that the recovery percentages applicable to each Unit of Equipment are those set forth for 5-year property in Section 168(b)(1)(A) of the Code."

(d) The heading of paragraph (d) of Section 6.3 shall be amended to replace the word "Depreciation" with the word "ACR."

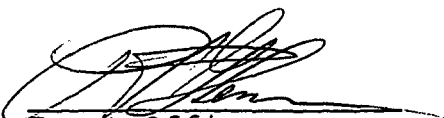
IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

WILMINGTON TRUST COMPANY,
as Owner Trustee


By 
ant. Vice President

[SEAL]

Attest:



Trust Officer

CENTRAL LOUISIANA ELECTRIC
COMPANY, INC., as Lessee

By 
Vice President

[SEAL]

Attest:


Secretary

THE CONNECTICUT BANK AND
TRUST COMPANY, as Agent

By 
Authorized Officer

[SEAL]

Attest:


Authorized Officer

STATE OF LOUISIANA)
) ss.:
PARISH OF RAPIDES)

On the 4th day of February, in the year 1982, before me personally came W. J. Thevenote, to me known, who being by me duly sworn, did depose and say that he resides at 420 Welwyn Way, Alexandria, Louisiana, that he is Vice President of Central Louisiana Electric Company, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Sammi S. Cicais
Notary Public

[NOTARIAL SEAL]

STATE OF DELAWARE)
) ss.:
COUNTY OF NEW CASTLE)

On the 18th day of February, in the year 1982, before me personally came Francis B. Jacobs, II, to me known, who being by me duly sworn, did depose and say that he resides at West Chester, Pennsylvania, that he is Asst. Vice President of Wilmington Trust Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

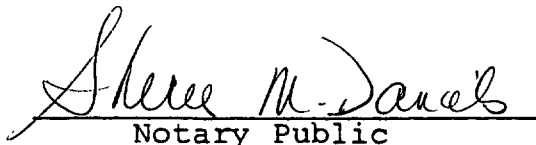
Janet R. Smith
Notary Public

[NOTARIAL SEAL]

NOTARY PUBLIC
My commission expires February 2, 1983

STATE OF CONNTECTICUT)
COUNTY OF HARTFORD) SS.:
)

On the 9th day of Feb., in the year 1982,
before me personally came CLARK M. WHITCOMB
to me known, who being by me duly sworn, did depose and say
that he resides at West Granby, Conn.
that he is ASSISTANT VICE PRESIDENT of The Connecticut Bank and
Trust Company, the corporation described in and which exe-
cuted the above instrument; that one of the seals affixed
to said instrument is such corporate seal; that if was so
affixed by order of the Board of directors of said corpora-
tion, and that he signed his name thereto by like order in
the presence of the subscribing witnesses.


Notary Public

SHEREE M. DANIELS
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1985

[NOTARIAL SEAL]

SCHEDULE B

CASUALTY AND TERMINATION VALUES

<u>Casualty Values</u>		<u>Termination Values</u>	
<u>Rent Payment Number</u>	<u>Percent of Purchase Price</u>	<u>Rent Payment Number</u>	<u>Percent of Purchase Price</u>
1	108.7781		
2	110.5687		
3	115.5608		
4	114.7915		
5	117.7863		
6	114.9019		
7	115.6021		
8	110.5622		
9	108.7602		
10	102.3433		
11	100.7222		
12	99.0059		
13	97.1879		
14	95.2607		
15	93.2160		
16	91.0452		
17	88.7391		
18	86.2876		
19	83.6800		
20	80.9049		
21	78.0776		
22	75.2364	22	74.1085
23	72.4066	23	71.1599
24	69.5287	24	68.1500
25	66.6205	25	65.0954
26	63.6106	26	61.9245
27	60.5450	27	58.6812
28	57.3440	28	55.2853
29	54.0843	29	51.8105
30	50.6810	30	48.1714
31	47.2150	31	44.4453
32	43.5969	32	40.5418
33	39.9121	33	36.5424
34	36.0659	34	32.3508
35	32.2619	35	28.1637
36	28.3534	36	23.8316
37	25.0000	37	00.0000